



COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS
579 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-2406 FAX (213) 621-0387

BRANCH OFFICE
3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010
(213) 738-2222 FAX (213) 637-0820

MICHAEL J. HENRY
DIRECTOR OF PERSONNEL

May 30, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

COUNTYWIDE CLERICAL CERTIFICATION TRAINING PROGRAM CONTRACT RENEWAL (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Personnel to sign and execute on behalf of the County of Los Angeles the attached joint agreement between Los Angeles County and the Los Angeles Unified School District (LAUSD) for the purpose of continuing and expanding the Countywide Clerical Certification Training Program through fiscal year ending June 30, 2009, at a cost not to exceed \$37,988 through Fiscal Year 2006-2007.
2. Authorize the Director of Personnel to extend this agreement for two successive one-year periods and to negotiate and execute, after approval as to form by County Counsel, appropriate amendments to deliver additional programs within the same terms and conditions of this agreement.
3. Authorize the Director of Personnel to execute amendments to this agreement each year to add funding in the amount approved in the Adopted Budget for each respective fiscal year for the continuation and expansion of additional programs during the term of the agreement, and to increase the cost by up to 20% of the amount included in each amendment based on performance and commensurate with the addition of similar services required to implement other training programs.

To Enrich Lives Through Effective and Caring Service

4. Instruct Department Heads and request elected officials to allow qualified employees to continue to participate in the Countywide Clerical Certification Training Program based on the needs of the service.

PURPOSE OF RECOMMENDED ACTIONS

The proposed recommendations are necessary to continue and to expand the Clerical Certification Training Program under the Los Angeles County Learning Academy. Through our partnership with the Los Angeles Unified School District (LAUSD) Division of Adult and Career Education, customized programs are designed to provide training opportunities designed to improve the skills of employees to prepare them to compete for higher level positions consistent with our Countywide Strategic Plan Workforce Excellence Goal and our CalWORKS initiatives. Approval of this contract allows for the continuance of existing programs, including courses for Business Calculating, Record Keeping, Interpersonal Effectiveness/Customer Service, Oral Communication/Written Expression, Keyboarding, the component for clerical trainees in DPSS' GAIN/GROW Program; the design and delivery of new programs and dedicated classes, a Workplace English class; and start-up of additional classes at training sites throughout Los Angeles County. In addition, this program is necessary to assist County departments to fill vacant clerical positions throughout the County by providing a pool of qualified employees.

JUSTIFICATION

On August 6, 1998, your Board approved implementation of the County Clerical Certification Training Program. Subsequently, on June 5, 2001, your Board approved continuation of the program. The program is a joint agreement with the LAUSD to provide a customized training program designed to improve the skills of clerical and non-clerical employees so that they will gain proficiency in the competencies necessary to compete for higher level positions in the County of Los Angeles. Since the program started on September 15, 1998, nearly 8,000 employees have applied. Training has been provided as follows: 1,235 participants for Keyboarding, 1,728 participants for Record Keeping, 861 participants for Oral/Written Communications, 1,213 participants for Interpersonal Effectiveness, and 1,559 participants for Business Calculating, and 603 participants for Business Reading.

Renewal of this contract will allow us to train additional employees, including adding a new Business English course to enable more participants to qualify for the program, and start-up of additional classes at various geographic locations throughout Los Angeles County to allow better access to the classes for employees who must travel long distances or use public transportation.

LAUSD has secured funding for credentialed instructors to begin training upon your approval of this agreement. The training will be conducted at various sites throughout Los Angeles County including, but not limited to, the Department of Human Resources Employment and Training Center, LAUSD Metropolitan Skills Center, East Los Angeles Occupational Skills Center, and Abram Friedman Occupational Skills Center.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This recommended action is consistent with the Countywide Strategic Plan objectives related to Workforce Excellence. County departments continue to experience difficulty in qualifying sufficient numbers of entry level and ITC candidates through traditional examination processes. Participants in the Clerical Certification Training Program gain skills and knowledge to prepare them for these higher level positions. Additionally, these programs provide an alternative to traditional examination processes as the Certificates of Proficiency they receive for Intermediate Clerk, Intermediate Typist Clerk and Keyboarding are accepted in lieu of the written and typing performance tests when applying for these examinations.

FISCAL IMPACT

Upon Board approval, the fiscal impact through June 30, 2007, will not exceed \$37,988. This cost is based on payment of LAUSD's registration fees and program curriculum design cost as established in Exhibit C (Schedule of Costs) of the agreement. Costs for the instructors will be covered by LAUSD through State provisions related to minimum Average Daily Attendance. Should the County be unable to refer a sufficient number of employees to sustain the minimum classroom attendance requirements, LAUSD will make reasonable efforts to fill classroom spaces with GAIN participants or other interested students at no cost to the County. County employees will be given first priority to attend the training program.

FINANCING

The cost of the contract through June 30, 2007 is \$37,988. Appropriation is included in the FY 2006-07 proposed budget. The costs will be offset by SEIU Local 660 Labor Management Committee training funds in the amount of \$3,000, and \$3,450 from the Department of Public Social Services to fund modules for clerical trainees in the GAIN/GROW program. The Clerical Certification Training Program courses may be expanded, and new skill building courses added to the program based on the needs of the County. The Director of Personnel will negotiate and execute amendments within the current terms and conditions of the agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying contract between the County of Los Angeles and the Los Angeles Unified School District has been approved as to form by County Counsel. The term of the

agreement will commence upon approval by your Board through June 30, 2009, and will authorize the Director of Personnel to extend the agreement for two 1-year periods and permit the Director to negotiate and execute, after approval as to form by County Counsel, appropriate amendments to continue existing programs and deliver additional modules within the terms and conditions of this agreement. Local 660 continues to support this program and shares our commitment to establish programs which will enhance the skills of entry level employees.

CONTRACTING PROCESS

This agreement is authorized by Section 56 1/4 of the Charter of the County of Los Angeles.

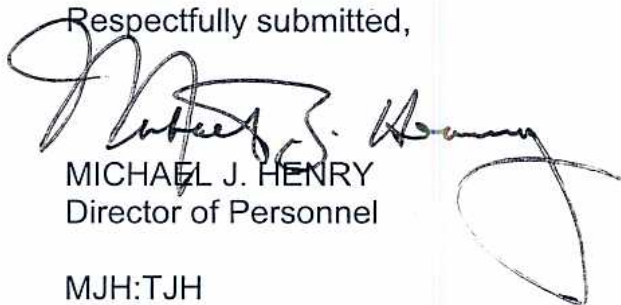
IMPACT ON CURRENT SERVICES

The continuance of this competency-based program will allow DHR to provide approximately 56 classes per year, including four new course offerings, 26 dedicated classes, five additional dedicated classes for the Clerical Trainees in DPSS' GAIN/GROW program and one more additional site at Abram Friedman Occupational Skills Center located in Los Angeles. Departments will be expected to allow employees to attend minimally two 3-hour classes per week for the duration of each training module. DHR will continue to work with departments to encourage employees' participation in the program and coordinate scheduling accordingly.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

Not applicable.

Respectfully submitted,



MICHAEL J. HENRY
Director of Personnel

MJH:TJH
LT:NE

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Each Department
Auditor-Controller

COUNTY OF LOS ANGELES

AND

LOS ANGELES UNIFIED SCHOOL DISTRICT

CLERICAL CERTIFICATION TRAINING PROGRAM

JOINT AGREEMENT

JULY 2006

TABLE OF CONTENTS

RECITALS	1
1. APPLICABLE DOCUMENTS	3
2. ADMINISTRATION OF CONTRACT	3
3. PROJECT RESPONSIBILITY	4
4. CHANGES AND AMENDMENTS	4
5. CONTRACT TERM	5
6. CONTRACT SUM	5
7. INVOICING AND PAYMENT	6
8. AUTHORIZED SIGNATURES	7

EXHIBIT A STANDARD TERMS AND CONDITIONS

9. AMENDMENT	1
10. ARBITRATION	1
11. ASSIGNMENT	1
12. AUTHORIZATION WARRANTY	1
13. BUDGET REDUCTIONS	1
14. CHANGE NOTICE	2
15. COMPLIANCE WITH LAWS	2
16. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	2
17. COMPLIANCE WITH WAGE AND HOUR LAWS	4
18. CONFIDENTIALITY	4
19. CONFLICT OF INTEREST	4
20. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF	5
21. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	5
22. CONTRACTOR RESPONSIBILITY AND DEBARMENT	6
23. CONTRACTOR'S WARRANTY OF ADHERENCE TO CHILD SUPPORT PROGRAM	7
24. COUNTY'S QUALITY ASSURANCE PLAN	8
25. COVENANT AGAINST CONTINGENT FEES	8
26. ELIGIBILITY VERIFICATION	8
27. GOVERNING LAWS, JURISDICTION AND VENUE	9
28. INDEPENDENT CONTRACTOR STATUS	9
29. INSURANCE AND INDEMNIFICATION	9
30. MERGER AND ALTERATION OF TERMS	11
31. MUTUAL TERMINATION	11
32. NONDISCRIMINATION	12
33. NOTICE OF DELAYS	12

Table of Contents

34.	NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT	13
35.	OWNERSHIP OF WRITINGS	13
36.	RECORD RETENTION AND INSPECTION	13
37.	RECYCLE BOND PAPER	13
38.	SAFELY SURRENDERED BABY LAW	14
39.	SEVERABILITY CLAUSE	14
40.	SUBCONTRACTING	14
41.	TERMINATION	15
42.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	16
43.	TERMINATION FOR CONVENIENCE	16
44.	TERMINATION FOR DEFAULT	17
45.	TERMINATION FOR IMPROPER CONSIDERATION	19
46.	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	19
47.	WAIVER	19

EXHIBIT B	STATEMENT OF WORK
EXHIBIT C	SCHEDULE OF COSTS
EXHIBIT D	EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT E	JURY DUTY SERVICE ORDINANCE
EXHIBIT F	SAFELY SURRENDERED BABY LAW
EXHIBIT G	PERMISSION TO RELEASE INFORMATION

COUNTY OF LOS ANGELES
AND
LOS ANGELES UNIFIED SCHOOL DISTRICT
CLERICAL CERTIFICATION TRAINING PROGRAM
JOINT AGREEMENT

THIS Joint Agreement (hereinafter Agreement) is entered into this ____ day of _____, 2006, by and between the County of Los Angeles, (hereinafter "County") and the Los Angeles Unified School District, (hereinafter "Contractor") to provide an Adult Education Clerical Certification Training Program.

WHEREAS, the County and Contractor are mutually entering into this Agreement for the purpose of providing the Clerical Certification Training Program (hereinafter the "Program"); and

WHEREAS, the Director of the County of Los Angeles Department of Human Resources (hereafter "DHR"), who is the County Director of Personnel (hereafter the "Director"), is responsible for supervising and administering recruitment of employees and Countywide human resources programs including employee training and development under Los Angeles County Code §2.09.050; and

WHEREAS, under § 56 1/4 of the Charter of the County of Los Angeles, and other applicable provisions of law, the County of Los Angeles Board of Supervisors is authorized to contract with a school district within the County for performance of such recruitment, training, and development functions; and

WHEREAS, the Assistant Superintendent of the Division of Adult and Career Education is authorized by the Board of Education to perform such functions on behalf of the County; and

//

//

//

WHEREAS, Contractor provides credentialed instructors, at no cost to County, and a curriculum designed to improve the skills of employees and/or prepare them for targeted positions of various levels consistent with the provisions of the State CalWORKs program; and

WHEREAS, the County wishes to utilize the services of Contractor for the benefit of County employees.

NOW, THEREFORE, in consideration of the foregoing premises and for the express intention of carrying out the Program, the parties do hereby agree as follows:

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

1. APPLICABLE DOCUMENTS

A. Entire Agreement

This Agreement and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties that supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

- Exhibit A – Standard Terms and Conditions
- Exhibit B - Statement of Work
- Exhibit C – Schedule of Costs
- Exhibit D- Employee Acknowledgement and Confidentiality Agreement
- Exhibit E - Jury Duty Service Ordinance
- Exhibit F - Safely Surrendered Baby Law Fact Sheets
- Exhibit G - Permission to Release Information Form

B. Interpretation

In the event of any conflict or inconsistency in the interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other word, between the body of this Agreement, and the Exhibits or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, then to the Exhibits in priority of the order in which they are listed in *Section 1A, "Entire Agreement"* above.

2. ADMINISTRATION OF CONTRACT

A. COUNTY'S CONTRACT MANAGER

- (1) County's Contract Manager for this Agreement shall be the following person or his/her designee:

Name: Lu Takeuchi
Senior Human Resources Manager
Department of Human Resources
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010
Phone: (213) 738-2299
Fax: (213) 637-0823

- (2) County shall notify Contractor in writing of any change in the name or address of County's Contract Manager.
- (3) County's Contract Manager shall be responsible for ensuring that the objectives of this Agreement are met.
- (4) County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to obligate County in any respect whatsoever.
- (5) County's Contract Manager shall provide direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

B. CONTRACTOR'S CONTRACT MANAGER

- (1) Contractor's Contract Manager shall be the following person:

Name: Candace Lee
Supervisor, Communication Grants
Division of Adult Career
333 S. Beaudry, 18th Floor
Los Angeles, CA 90017
Phone: (213) 241-3769
Fax: (213) 241-8980

- (2) Contractor shall notify County in writing of any change in the name or address of Contractor's Contract Manager.
- (3) Contractor's Contract Manager shall be responsible for ensuring that the objectives of this Agreement are met.

3. PROJECT RESPONSIBILITY

The responsibilities are set forth in *Exhibit B "Statement of Work."*

4. CHANGES AND AMENDMENTS

County reserves the right to change any portion of the services required under this Agreement, or amend such other terms and conditions that may become necessary. Amendments to this Agreement must be in writing and authorized and executed in the

same manner as this Agreement, except that the Director may negotiate and execute amendments as authorized by the County Board of Supervisors.

5. CONTRACT TERM

A. Initial Term: The initial term of this Agreement shall commence on Board Approval and shall continue in full force and effect through June 30, 2009, if not terminated earlier as provided herein.

B. The Agreement may be extended with two (2) one-year renewal options which may be exercised on an annual basis by the Director, with the consent of the Contractor.

1) First Renewal: The First Renewal Period shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2010.

2) Second Renewal: The Second Renewal Period shall commence on July 1, 2010 and shall continue in full force and effect through June 30, 2011.

C. County shall provide Contractor with a written notice of intent to renew the Agreement sixty (60) calendar days prior to the expiration of the initial term of this Agreement. The exercise of the renewal option shall be set forth in a written modification, as provided in *Section 4, "Changes and Amendments,"* prior to the expiration of the initial term of this Agreement.

D. County may terminate this Agreement by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination, in accordance with *Section 41, "Termination,"* specifying the date upon which such termination becomes effective.

E. Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided hereinabove. Upon occurrence of this event, Contractor shall send written notification to those persons and addresses which are set forth in Exhibit B, "Statement of Work"

6. CONTRACT SUM

The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provisions of the services specified in this

Agreement, including but not limited to *Exhibit B, "Statement of Work"* and *Exhibit C, "Schedule of Cost."* Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, Contractor shall send written notification to those persons and addresses which are set forth in Exhibit B, "Statement of Work."

- A. No Payment for Services Provided Following Expiration/Termination of Contract. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- B. Limitation of County's Obligation Due to Non Appropriation of Funds – The County's ability to expend money under this subsection arises from an appropriation of funds for this purpose by the County Board of Supervisors for the current County Fiscal year. Ability to expend money for this purpose, should the Agreement be extended into succeeding fiscal years, is contingent on future appropriation of funds for such purpose by the County Board of Supervisors. County shall have no obligation to expend funds under this Agreement in excess of funds appropriated for this purpose by the County Board of Supervisors.

7. INVOICING AND PAYMENT

Contractor shall bill County for services performed in accordance with the terms set forth in the Exhibit B, "Statement of Work" and Exhibit C, "Schedule of Costs".

//
//
//
//
//
//

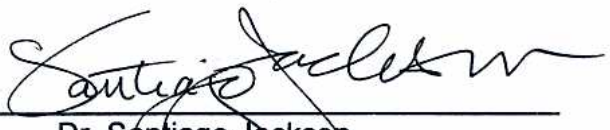
8. AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the County of Los Angeles and Los Angeles Unified School District have caused this Agreement to be executed by its duly authorized officer as of the date approved by the Board.

COUNTY OF LOS ANGELES

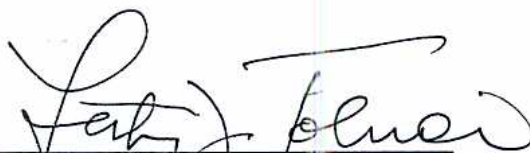
LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____
Michael J. Henry
Director of Personnel

By: _____
Dr. Santiago Jackson
Assistant Superintendent

APPROVED AS TO FORM:

Raymond G. Fortner:
County Counsel

By: _____
Deputy County Counsel

9. AMENDMENT

Amendments to this Agreement must be in writing and authorized and executed in the same manner as this Agreement, except that the Director may negotiate and execute amendments as authorized by the County Board of Supervisors.

10. ARBITRATION

Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this Agreement shall, upon written request of either party to the other within thirty (30) days after the controversy or claim has arisen, be settled by arbitration. Controversies or claims not presented within such thirty (30) day period will be deemed to have been waived.

11. ASSIGNMENT

This Agreement or any interest therein, including any claims for monies due or to become due with respect hereto, may be assigned by either party only upon written consent of the other party and any other assignment shall be null and void. Any payments to any assignee under this Agreement shall be subject to offset, recoupment, or other reduction for any claim which either Party may have against the other Party.

12. AUTHORIZATION WARRANTY

Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

13. BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Any reduction in payment notice shall not affect any training courses in

progress at the time of the notice. The Contractor will submit a revised Statement of Cost to the County for future services to be provided, for mutual review and agreement. A subsequent amendment to the agreement will be processed.

14. CHANGE NOTICE

The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with a written Change Notice signed by both the Contractor and the County's assigned Project Managers.

15. COMPLIANCE WITH LAWS

- A. The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated by this reference.
- B. The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

16. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

- A. Jury Service Program. This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.2.3.090 of the Los Angeles County Code.
- B. Written Employee Jury Service Policy:
 - 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received from such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach".

17. COMPLIANCE WITH WAGE AND HOUR LAWS

Contractor shall indemnify, defend and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable. County shall indemnify, defend, and hold harmless Contractor, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act or services performed by County's employees for which Contractor may be found jointly or solely liable.

18. CONFIDENTIALITY

Contractor shall maintain the confidentiality of all records and information, including but not limited to test scores, grade information, status reports, evaluations, and any other information concerning County employees who have either enrolled, completed, or withdrawn from any Clerical Certification Training Class in accordance with all applicable Federal, State, and local employment laws, ordinances, rules, regulations, guidelines, and directives and/or any other instructions and guidelines relating to confidentiality provided by the County.

19. CONFLICT OF INTEREST

- A. No County employee whose position in County enables the employee to influence the award of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect interest in this Agreement. No officer or employee of

Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

- B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

20. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor will consider the application of any qualified permanent County employee who are targeted for anticipated layoff or on a reemployment list after the effective date of this Agreement if they should apply for open positions at Los Angeles Unified School District (LAUSD) in conformance with applicable recruitment and selection regulations of LAUSD.

21. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, county employees shall be given first priority.

22. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.
- B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.
- C. Non-responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- E. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

23. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting Contractor's duty under this Agreement to comply with applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant

to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

24. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

25. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

26. ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations including but not limited to the Immigration Reform and Control Act of 1986 (P.L. 99-603) or its successors. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

//
//
//
//
//
//

27. GOVERNING LAWS, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

28. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the County of Los Angeles and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Contractor. Contractor shall bear the sole responsibility and liability for any and all workers' compensation costs which are legally required to be paid to any persons as a result of injuries arising from a connection with services performed under this Agreement.

29. INSURANCE AND INDEMNIFICATION

Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend and hold harmless Contractor, and its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

- II. **General Insurance Requirements:** Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. **County agrees that Contractor may substitute a program of self-insurance in lieu of commercial coverage to satisfy its obligations herein.**
- A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Lu Takeuchi, 3333 Wilshire Blvd., Suite 1000, Los Angeles, CA 90010, prior to commencing services under this Agreement. Such certificates or other evidence shall:
- Specifically identify this Agreement
 - Clearly evidence all coverage's required in this Agreement
 - Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insured's for all activities arising from this Agreement.
- B. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- C. **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach.
- D. **Notification of Incidents, Claims, or Suits:** Contractor shall report to County:
- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made, in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.

Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

III. **Insurance Coverage Requirements:**

- A. General Liability insurance (written on ISO policy form CG 0001 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. **Automobile Liability** insurance (written on ISO policy form CA 0001 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles or coverage for "any auto".

- C. **Workers Compensation and Employer's Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- D. **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate.

30. MERGER AND ALTERATION OF TERMS

This Agreement, including its attachments, expresses the complete Agreement of the County and Contractor. All other understandings, agreements or any form of communication concerning the subject matter of this Agreement are superseded and are null and void. Except as expressly provided in this Agreement, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents shall be valid and effective unless made in the form of a written amendment which is executed by the parties in the same manner as this Agreement.

31. MUTUAL TERMINATION

This Agreement may be terminated by the Director or the Contractor in whole or in part, with a sixty (60) day written notice to the other party. Written notice of termination shall specify the extent to which performance of the work is terminated, and the date upon which such termination becomes effective.

Except as otherwise directed by the Director or his designee, Contractor shall:

- A. Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination; and
- B. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

Upon termination of this Agreement, Contractor shall deliver to the Director, or his designee, all work completed or in progress including all participant's records, statistical data and reports within sixty (30) business days after termination of this Agreement.

In the event of termination of this Agreement, Contractor shall comply with the provisions of Section 36, "RECORD RETENTION AND INSPECTION".

32. NONDISCRIMINATION

The provisions of this paragraph are required by Chapter 4.32 of the Los Angeles County Code.

- A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that all persons employed by Contractor are

and will be treated equally by Contractor without regard to or because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, marital status or political affiliation.

- B. Contractor shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap or marital status or political affiliation.
- C. Contractor agrees to allow reasonable access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by Director, or his designee.
- D. If the Director, or his designee finds that any of these provisions have been violated such violation shall constitute a material breach of Agreement upon which the Director, or his designee may terminate or suspend this Agreement. While the Director, or his designee, reserves the right to determine individually that the NON-DISCRIMINATION provision of the contracts have been violated, in addition, a determination by a Federal or California agency charged by law with making determinations of illegal discrimination shall constitute a finding by the Director, that Contractor has violated the NON-DISCRIMINATION provisions of this Agreement.
- E. In the event Contractor violates the NON-DISCRIMINATION provisions of this Agreement, County shall, at the Director's, or his designee's option, be entitled to a sum of Five Hundred Dollars (\$500), pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating this Agreement.

33. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

34. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

35. OWNERSHIP OF WRITINGS

All rights, title, and interest in reports, documents, or other writings, as defined in California Evidence Code §250, produced by Contractor under this Agreement shall be the exclusive property of the County. Contractor may use such writings for purposes other than those set forth in this Agreement with written permission from the Director or his designee.

36. RECORD RETENTION AND INSPECTION

Contractor agrees that the Director, or his or her designee or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data, must be kept and maintained by Contractor for a period of three (3) years after completion of this Agreement unless the Director, or his designee's written permission is given to dispose of material prior to this time. Audit working papers in support of audit findings shall also be retained for three (3) years. Records must be kept in the local area. If not, Contractor will pay for the cost of auditing

37. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

38. SAFELY SURRENDERED BABY LAW

A. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

B. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

39. SEVERABILITY CLAUSE

The invalidity, unenforceability or illegality of any provision of the Agreement, or application of any provision to any person or circumstance shall not render the other provisions thereof invalid, unenforceable or illegal.

40. SUBCONTRACTING

- A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the express written consent of the Director, or his designee. Any attempt by Contractor to subcontract any performance of the terms of this Agreement without the express written consent of the Director, or his designee, shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated by Director forthwith.
- B. In the event the Director, or his designee, should consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon the respective parties.
- C. In the event that the Director, or his designee, should consent to subcontracting, Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

- D. Any third party delegate(s) appointed by Contractor shall be specified in writing to the Director, or his designee, for advance concurrence.

41. TERMINATION

- A. Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately by written notice to Contractor. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.
- B. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.
- C. The Director, or his designee, may, in his sole discretion, suspend Contractor's performance of services under this Agreement, in whole or in part, by giving a thirty (30) day advance written notice to Contractor. Such notice shall set forth the extent of the suspension, including but not limited to, the specific services which shall be suspended, the date upon which the suspension shall become effective, and the conditions and requirements for restoration of Contractor's performance obligations hereunder. Contractor shall fully comply with such notice of suspension. Contractor shall not perform those services specified in such notice for suspension, and Contractor shall have no claim whatsoever against County for any such services.
- D. If during the term of this Agreement County funds appropriated for the purposes of this Agreement are reduced or eliminated, the Director, or his designee, may immediately terminate this Agreement upon written notice to Contractor. The termination notice shall not affect any training courses in progress at the time of the notice. Contractor shall immediately suspend further services under this Agreement.

//

42. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 23, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM", shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Section 44, "TERMINATION FOR DEFAULT" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

43. TERMINATION FOR CONVENIENCE

- A. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- B. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - Stop work under this Agreement on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- C. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Section 36, "RECORD RETENTION & INSPECTION".

44. TERMINATION FOR DEFAULT

- A. The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's assigned Project Manager:
 - Contractor has materially breached this Agreement;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- B. In the event that the County terminates this Agreement in whole or in part as provided in Sub-Section 44(A), the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-section.
- C. Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-Section 44(B) if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-section 44(C), the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- D. If, after the County has given notice of termination under the provisions of this Section, it is determined by the County that the Contractor was not in default under the

provisions of this Section, or that the default was excusable under the provisions of Sub-section 44(C), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 43, "TERMINATION FOR CONVENIENCE".

- E. In the event the County terminates this Agreement in its entirety due to the Contractor's default as provided in Sub-section 44(A), the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-section 44(B), be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract Sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 29, "INSURANCE AND INDEMNIFICATION."

- F. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

45. TERMINATION FOR IMPROPER CONSIDERATION

The Director may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration in any form was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Contractor's

performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

46. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Each County lobbyist as defined in the Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

47. WAIVER

No waiver of a breach of any provision of the Agreement by either party shall constitute a waiver of any other breach or of such provision. Failure of either to enforce at any time, or from time to time, any provision of the Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

EXHIBIT B

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION I - PROGRAM DESCRIPTION	1
1. Program	1
2. Qualifying Test	1
3. Registration	1
4. Classroom Size	1
5. Class Schedule	1
6. Classroom Locations/Parking	1
7. Class Attendance	2
8. Pre/Post Testing	2
9. Program Certification	2
10. Program Cost	2
11. Textbooks	2
SECTION II – COUNTY RESPONSIBILITIES	2
1. County's Project Manager	2
2. Qualifying Testing	3
3. Registration	3
4. Classroom Equipment and Software	3
5. Classroom Location/Parking	4
6. County's GAIN/GROW Program	4
SECTION III – CONTRACTOR RESPONSIBILITIES	4
1. Contractor's Project Manager	4
2. Staffing	5
3. Pre-test/Post test	5
4. Program Curriculum	5
5. Textbooks and Instructional Resources	5
6. Reporting Requirements	5
7. Records	5
8. Class Attendance Level	6
9. Classroom Responsibility	6
10. Classroom Location/Parking	6
11. Classroom Equipment and Software	6
12. Contractor GAIN/GROW Coordinator	6
SECTION IV – JOINT RESPONSIBILITIES OF COUNTY AND CONTRACTOR	7
SECTION V – INVOICING AND PAYMENT	7
1. Invoice	7
2. Payment	7
SECTION VI - NOTICES/AUTHORIZED SIGNATURES	8
1. Notices to County	8
2. Notices to Contractor	8

STATEMENT OF WORK

SECTION I - PROGRAM DESCRIPTION

1. Program

The Countywide Clerical Certification Training Program (Program) has been established in partnership with the Los Angeles Unified School District Division of Adult Career and Education to improve the skills of County employees and/or to prepare them for higher level classifications. The Program provides County employees with customized training in the competency areas necessary to perform at various levels for targeted positions throughout the County. The Program Module Time Tables, Training Curriculum, and Training Options and Certification information are provided in this *Exhibit B, Attachment I*.

2. Qualifying Test

The County, with the assistance of Contractor as needed, will provide a qualifying written test to County employees to determine eligibility to participate in the training program. A County employee who does not pass the qualifying test will be given an opportunity to retake the qualifying test or may be enrolled in the Business Reading Comprehension prerequisite module. If an employee successfully completes the reading module of the program they will be considered qualified to participate in the Program.

3. Registration

Registration will be coordinated through County. When a class is filled, a waiting list of qualified participants will be established. As vacancies occur for each class, County will notify the employee and the Departmental Training Coordinator of the date and time the class is to begin.

4. Classroom Size

For the Contractor to qualify for State funding for the classroom instructors, the Program must maintain a classroom size of no fewer than 26 participants. Therefore, in order to maintain the required Average Daily Attendance, Contractor may refer public participants to modules at no cost to the County; however, County employees shall be given first priority. The maximum number of participants per class shall be 40 participants.

5. Class Schedule

The Program allows participants to learn at their own pace; therefore, there may be continuous turnover in each class. Class registration will be on an open entry/open exit basis with the exception of the Interpersonal Effectiveness class. Participants must complete the entire Interpersonal Effectiveness module and pass the post-test to be certified in that module.

6. Classroom Locations/Parking

Contractor whenever possible will provide facilities and classroom equipment for Program. Classes for the Program will be conducted at various sites throughout Los Angeles County, including but not limited to LAUSD and County facilities.

7. Class Attendance

Participants are expected to attend all classes for each training module because they must complete each module within the maximum number of hours allotted. If a participant is going to be absent from a scheduled class, they must telephone DHR regarding any absence from class.

8. Pre/Post Testing

Program participants will be given a pre-test in each training module to assess their current level of knowledge in that competency. Based on the results of this pre-test, training will be tailored to the employee's individual needs. The participant will work at his/her own pace, starting at the appropriate level. Participants must pass a post-test to complete each module. Upon passing such test, a County employee will be awarded a certificate of completion or proficiency for that module or modules by County.

9. Program Certification

Successful completion of the training programs will result in either a Certificate of Completion for individual modules, or a Certificate of Proficiency for completing particular portions of the curriculum. Certificates of Proficiency may be accepted, at the discretion of the Director, in lieu of any component of a County civil service examination. The Certificate of Completion for the Keyboarding module will be accepted in lieu of the typing test required in an ITC or TC examination.

10. Program Cost

The County will be responsible for the costs of registration and material fees for County employees enrolled in the Program and will be responsible for the cost of textbooks and instructional resources to set-up classrooms as approved by the County. The cost for classroom instructors shall be provided by funding from State monies based on an Average Daily Attendance.

SECTION II – COUNTY RESPONSIBILITIES

1. County's Project Manager

A. County's Project Manager for the Program shall be:

Nancy Eiser, Human Resources Analyst
Department of Human Resources
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010

Phone: (213) 738-2115
Fax: (213) 637-0823

B. County shall notify Contractor in writing of any change in the name or address of County's Project Manager.

C. County's Project Manager shall confer with Contractor's Project Manager on a regular basis to ensure that the objectives of this Agreement are met.

- D. County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- E. County's Project Manager shall have the right at all times to inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- F. County's Project Manager shall have responsibility to oversee the day-to-day activities of this Agreement.
- G. County shall maintain signed "Permission to Release Information" forms for every participant enrolled in the Clerical Certification Training Program.
- H. County shall maintain a record of lost textbooks that need to be replaced. If the number is significant, County shall meet and confer with Contractor to discuss reimbursement cost.

2. Qualifying Testing

County, with the assistance of Contractor as needed, will provide a qualifying written test to County employees to determine eligibility to participate in the training program.

3. Registration

County will coordinate registration. County will make reasonable efforts to obtain a minimum of twenty (26) participants per class in order for Contractor to qualify for State funding. County will establish a waiting list and as vacancies occur for each class, will notify the employee and the Department's Training Coordinator of the date and time the employee is to begin a class.

4. Textbooks

County shall be responsible for the cost of textbooks and instructional resources as necessary for the DHR classroom library. All such material shall be made available on the first day of class. All such textbooks and instructional resources shall remain in the classroom at all times and is the property of the County.

5. Classroom Equipment and Software

The County will be responsible for furnishing equipment and software for classes held at County facilities. The County will provide the following:

- A. Classrooms furnished with tables, chairs, and computer equipment as needed.
- B. Required tutorial software for training modules as appropriate.
- C. The County Project Manager will monitor Contractor's usage of the equipment as needed. If it is determined by County Project Manager that additional equipment is necessary he or she shall recommend that the County provide it. If it is determined by County Project Manager that equipment repair is necessary, he or she shall recommend that the County replace or repair said equipment.

- D. The County shall retain whatever interest it has, ownership or otherwise, in equipment, supplies, computer programs, or any other form of property furnished by it for use in the Program.

6. Classroom Location/Parking

County will make every effort to provide parking for County employees when the class is held at a County facility.

7. County's GAIN/GROW Program

The County will provide a list of County employees enrolled in the Program to the Contractor's GAIN/GROW Coordinator.

SECTION III – CONTRACTOR RESPONSIBILITIES

1. Contractor's Project Manager

- A. Contractor's Project Manager shall be:

Name: Candace Lee
Supervisor, Communication Grants
Division of Adult Career
333 S. Beaudry, 18th Floor
Los Angeles, CA 90017

Phone: (213) 241-3769

Fax: (213) 241-8980

- B. Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to the County.
- C. Contractor's Project Manager shall meet or confer with County's Project Manager on a regular basis.
- D. Contractor's Project Manager shall have full authority to monitor Contractor and student performance, negotiate changes in service requirements, and provide direction in areas relating to policy, information and procedural requirements.
- E. Contractor's Program Manager shall be responsible for policy, procedures, performance and information pertaining to the Agreement.
- F. Contractor shall notify the County in writing of the name, telephone number and mailing address of the person so designated, and at every subsequent change in such designation during the term of this Agreement.
- G. Contractor shall develop procedures for instructors to ensure that textbooks remain in the classroom at all times. Contractor shall meet and confer with County to discuss reimbursement cost for lost textbooks.
- H. Contractor shall maintain the confidentiality of all records and information, including but not limited to test scores, grade information, status reports, evaluations and any other information concerning County employees who have either enrolled, completed,

or withdrawn from the Clerical Certification Training Program in accordance with Section 18, CONFIDENTIALITY, of Exhibit A, Standard Terms and Conditions.

2. Staffing

- A. Contractor shall provide and ensure that there is sufficient staff with the professional background, training, experience, and credentials to provide the services required for the Program and to assure that the County receives a consistently high quality of instruction and service.
- B. Contractor shall be responsible for finding a qualified replacement instructor for all classes when an instructor is absent.

3. Pre-test/Post test

Contractor will assess each County employee to determine his or her current level of knowledge in each class or module. Contractor instructors will place participant at a level of training commensurate with such assessment. Contractor will test participants for competency at the defined levels and within the maximum lecture/lab/discussion time, as set forth in the Training Curriculum. Test materials are confidential and instructors shall be responsible for securing all test materials used when testing participants. Instructors will be required to sign a "Confidentiality of Test Materials" form. The form must be submitted to DHR prior to the commencement of each class.

4. Program Curriculum Design

Contractor, with the approval of the Director, will be responsible for developing the Program curriculum. New and existing Programs will be offered by LAUSD as requested by the County, in accordance with available funding as outlined in Attachment C, Schedule of Costs. Changes to the approved curriculum are subject to the approval of the Director or his designee.

5. Textbooks and Instructional Resources

- A. Contractor will make every effort to ensure that textbooks remain in the classroom.
- B. Instructors shall be responsible for all textbooks in the classroom and must account for all textbooks prior to the end of each class session.

6. Reporting Requirements

- A. Contractor will provide the County with daily attendance reports of County employees.
- B. Contractor will provide the County reports when County employees have passed each module or have completed the entire curriculum. Contractor will provide the County with an assessment of County employees to determine their progress through the Program on an as needed basis.

7. Records

Contractor shall register County employees referred by the County and maintain records that include, at minimum, each such person's name, employee number, and dates and times of attendance required for State reimbursement. Contractor shall maintain the confidentiality of

all test scores and any information related to the Greater Avenues for Independence Program (GAIN) participants.

8. Class Attendance Level

Contractor may refer public participants to modules at no cost to the County in order to maintain Average Daily Attendance; however, County employees will be given first priority.

9. Classroom Responsibility

Contractor will adhere to building security, fire safety and will secure County property including, but not limited to, furniture, library, computers, software, test material, and supplies.

10. Classroom Location/Parking

Contractor whenever possible will provide facilities, classroom equipment, and software for Program and to the extent possible the Contractor will provide parking.

11. Classroom Equipment and Software

The Contractor will be responsible for furnishing equipment and materials for classes held at Contractor's facilities. The Contractor will provide the following:

- A. Classrooms furnished with tables, chairs, and computer equipment as needed.
- B. Required tutorial software for training modules as appropriate.
- C. The County Project Manager, in cooperation with the Contractor's Project Manager, will periodically monitor Contractor's usage of the equipment as needed. If it is determined that additional equipment is necessary the County's Project Manager shall recommend that the Contractor provide it. If it is determined by County's Project Manager that equipment repair is necessary, he or she shall recommend that the Contractor replace or repair said equipment.
- D. The Contractor shall retain whatever interest it has, ownership or otherwise, in equipment, supplies, computer programs, or any other form of property furnished by it for use in the Program.

12. Contractor GAIN/GROW Coordinator

- A. Contractor's GAIN/GROW Coordinator shall be:

Karen Coach, CALWorks Specialist
Communication & Grants
Division of Adult Career
333 S. Beaudry, 18th Floor
Los Angeles, CA 90017

Phone: (213) 241-3792

Fax: (213) 241-8987

- B. The Contractor's GAIN Coordinator shall be responsible for facilitating access of CALWorks Average Daily Attendance as it relates to GAIN participants in the Program.

- C. Contractor shall notify the County in writing of any subsequent change in identity of that person during the term of this Agreement.

SECTION IV – JOINT RESPONSIBILITIES OF COUNTY AND CONTRACTOR

1. Evaluate the progress of the Program to determine its effectiveness and whether attendance will sustain Program continuation.
2. Assess the need for additional Program locations throughout the County.
3. Assess Program effectiveness and ongoing assessments of the Program.
4. Prior to terminating any class for any reason, the County and Contractor shall meet to discuss and both parties shall mutually agree to terminate the class.
5. Assess the needs to expand the Program and/or need for additional training modules or related services.

SECTION V – INVOICING AND PAYMENT

1. Invoice

Contractor shall submit written invoices to the County on a calendar quarterly basis, in a form acceptable to the County, for costs as listed in *Exhibit C, "Schedule of Costs."*

2. Payment

Upon receipt of invoices from Contractor, County shall pay to Contractor per County employee enrolled as set forth in *Exhibit C, "Schedule of Costs."*

Upon receipt of invoice from Contractor for such costs, or further information about an invoice, the Director or his designee may, in his or her discretion, reject or accept all or any part of invoiced costs. The County shall pay invoiced costs accepted by the Director, or his designee, within a reasonable time.

The County shall notify Contractor, in writing, of the invoiced costs rejected, and the reason or reasons for such rejection and Contractor shall be given an opportunity to provide further information.

//

//

//

//

//

//

//

//

//

SECTION VI - NOTICES/AUTHORIZED SIGNATURES

Unless otherwise set forth in this Agreement, notices required or permitted to be given under the terms herein or by any law now or hereinafter in effect shall be in writing and delivered to:

1. Notices to County:

Lu Takeuchi
Senior Human Resources Manager
Department of Human Resources
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010

2. Notices to Contractor

Candace Lee
Supervisor, Communication Grants
Division of Adult Career
333 S. Beaudry, 18th Floor
Los Angeles, CA 90017

EXHIBIT C

SCHEDULE OF COST

During the initial term of this agreement through fiscal year 2006-2007, the following services may be provided by the Contractor in accordance with the terms of the Agreement. All future funding is subject to the final budget adopted by the Board of Supervisors for each fiscal year and authorized by the director or his designee for the initial term or any future extensions. Contractor will provide invoices to the County's Project Manager for all services on a calendar quarterly basis. County's Project Manager will review and approve all invoices received and submit payment to Contractor within a reasonable time.

SECTION I - REGISTRATION AND MATERIALS **\$33,488**

\$23 per module per participant

Contractor will submit an invoice to the County of Los Angeles on a calendar quarterly basis. No fees will be billed prior to a County participant's attendance at scheduled classes. No fees will be billed if a participant drops out of a module before the fourth class meeting.

SECTION II - PROGRAM CURRICULUM DESIGN **\$4,500**

The Contractor or the Program Manager may recommend the design and delivery of new programs through LAUSD. The cost for new program design will be \$1,500 per new module.

Total Costs **\$37,988**

EXHIBIT D

EMPLOYEE

ACKNOWLEDGEMENT

AND

CONFIDENTIALITY

AGREEMENT

EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME: _____

CONTRACTOR/EMPLOYER NAME: _____

CONTRACT NUMBER: _____

GENERAL INFORMATION

Your employer has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this form.

EMPLOYEE ACKNOWLEDGEMENT

I UNDERSTAND AND AGREE that the contractor referenced above is my sole employer for purposes of this employment. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf.

I UNDERSTAND AND AGREE that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between my employer and the County.

CONFIDENTIALITY AGREEMENT

You may be involved with work pertaining to services provided by the County of Los Angeles and if so, you may have access to confidential data pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data in its possession, especially data concerning health, criminal and welfare recipient records.

If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data. Consequently, you must sign this agreement as a condition of your work to be provided by your employer for the County. Please read this agreement and take due time to consider it prior to signing.

I HEREBY AGREE that I will not divulge to any unauthorized person data obtained while performing work pursuant to the above referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of information received by me to my immediate supervisor.

I AGREE to keep confidential all data pertaining to persons and/or entities receiving services from the County, programs, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me pursuant to the contract between my employer and the County of Los Angeles. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by the County vendors is provided to me during this employment, I shall keep said information confidential.

I AGREE to report any and all violations of the above agreement by myself, and/or by any other person to my immediate supervisor and I agree to ensure that said supervisor reports such violation to the County of Los Angeles. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or presently assigned work order, or termination of my employment with my employer, whichever occurs first.

SIGNED: _____

DATE: _____

NAME: _____ TITLE: _____

EXHIBIT E

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

E-1 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

E-2 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

E-3 2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

E-4 2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

E-5 2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

E-6 2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

E-7 2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

E-8 2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT F

SAFELY SURRENDERED BABY LAW FACT SHEET IN ENGLISH AND SPANISH

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT G

PERMISSION TO RELEASE INFORMATION

PERMISSION TO RELEASE INFORMATION

I hereby provide consent to provide the County of Los Angeles Department of Human Resources (DHR) access to information listed below that pertain to my participation in the classes taught by LAUSD. The records include:

- Pre and Post-test scores
- Class participation grades
- Writing competency scores
- Final class project grades
- Grade for the class/course
- Name/Address/Telephone/Email
- Gender /Ethnic Level
- Date of Birth
- County Employee I.D. number
- County Payroll Title
- County Department

These and other records are collected for research purposes only and will be considered as strictly confidential. Under no circumstances will any individual's record be discussed with or disclosed to anyone outside the research team. Management will not have access to individual records and information will be used only as aggregate (group) data. Individuals will not be identified in any reports that are produced.

I understand that the County of Los Angeles, Department of Human Resources will only use this data for the purpose of evaluating the long-term effectiveness of the training program.

This permission covers all courses taken as part of the Clerical Certification Training Program (CCTP).

Section A: Student Information

Name: _____ Student I.D. # _____ (I.D. # = employee number)

Previous Name (if applicable) _____ SSN: _____

Mailing Address: _____ Phone: _____

_____ Email: _____

Section B: Consent to Disclose Records to a Third Party

I hereby give my consent to disclose all of the items listed above as a condition of participating in this class for the purpose of evaluating the long-term effectiveness of the training. I understand that the information will be disclosed to the:

Organizational and Employee Development Division
 County of Los Angeles Department of Human Resources
 3333 Wilshire Boulevard, Suite 1000
 Los Angeles, California 90010

Student Signature: _____

Date: _____